

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN): 83935901</b>		<b>DATE OF AWARD</b> 03/08/2018	
		<b>MODIFICATION NUMBER: 0</b>		<b>MAILING DATE</b> 03/15/2018	
		<b>PROGRAM CODE: X8</b>			
		<b>TYPE OF ACTION</b> New		<b>PAYMENT METHOD:</b> ACH	
<b>RECIPIENT TYPE:</b> State Institution of Higher Learning		<b>Send Payment Request to:</b> Las Vegas Finance Center			
<b>RECIPIENT:</b> University of California-Davis 1850 Research Park Drive Ste. 300 Davis, CA 95618-6153 <b>EIN:</b> 94-6036494		<b>PAYEE:</b> Division Manager University of California-Davis 1441 Research Park Drive Room 170 Davis, CA 95618-4852			
<b>PROJECT MANAGER</b> Suzanne Forsyth 1333 Research Park Drive Davis, CA 95618-6134 <b>E-Mail:</b> spforsyth@ucdavis.edu <b>Phone:</b> 530-757-8603		<b>EPA PROJECT OFFICER</b> Ana Rivera-Lupianez 1200 Pennsylvania Ave, NW, 7509P Washington, DC 20460 <b>E-Mail:</b> rivera-lupianiz.ana@epa.gov <b>Phone:</b> 703-308-6841		<b>EPA GRANT SPECIALIST</b> Jennifer Brooks 1200 Pennsylvania Ave., NW Washington, DC 20460, 3903R <b>E-Mail:</b> brooks.jennifer@epa.gov <b>Phone:</b> 202-564-6374	
<b>PROJECT TITLE AND DESCRIPTION</b> Pesticide Education for Medical Professionals (PEMP)  This project will provide support a national program providing training to healthcare providers in the practice setting on the recognition and management of pesticide related illness. The activities will support efforts to reduce the risk of pesticide exposure for agricultural workers and communities. The program will expand on previous programs by including additional healthcare practice sites, improving existing educational materials and targeting larger audiences of providers including, doctors, nurses, emergency response personnel and other similar clinical staff. The program will also focus its efforts on training clinicians serving the migrant and seasonal farmworker community.					
<b>BUDGET PERIOD</b> 03/01/2018 - 02/28/2023		<b>PROJECT PERIOD</b> 03/01/2018 - 02/28/2023		<b>TOTAL BUDGET PERIOD COST</b> \$2,500,000.00	
				<b>TOTAL PROJECT PERIOD COST</b> \$2,500,000.00	
<b>NOTICE OF AWARD</b>					
Based on your Application dated 07/19/2017 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$125,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$125,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b> Grants and Interagency Agreement Management Division 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460			<b>ORGANIZATION / ADDRESS</b> Environmental Protection Agency Office of Chemical Safety and Pollution Prevention 1200 Pennsylvania Ave, NW Washington, DC 20460		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>					
<b>Digital signature applied by EPA Award Official for</b> Jill Young - Chief - Grants Management Branch Barbara Proctor - Award Official delegate					<b>DATE</b> 03/08/2018

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 125,000	\$ 125,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 125,000	\$ 125,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.716 - Surveys-Studies-Investigations-Demonstrations-Educational Outreach and Special Projects	FIFRA: Sec. 20	2 CFR 200 2 CFR 1500 and 40 CFR 33

[illegible]



Budget Summary Page: Pesticide Ed for Medical Professionals (PEMP)

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$604,326
<b>2. Fringe Benefits</b>	\$321,806
<b>3. Travel</b>	\$31,688
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$4,500
<b>6. Contractual</b>	\$228,000
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$567,191
<b>9. Total Direct Charges</b>	\$1,757,511
<b>10. Indirect Costs: <u>50.00%</u> Base <u>MTDC</u></b>	\$742,489
<b>11. Total (Share: Recipient % Federal <u>100.00</u> %.)</b>	\$2,500,000
<b>12. Total Approved Assistance Amount</b>	\$2,500,000
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$125,000
<b>15. Total EPA Amount Awarded To Date</b>	\$125,000

## **Administrative Conditions**

A. The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-2-2017-or-later> These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

B. In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

C. The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project. Except however, if a Federal agency is selected through the recipient's procurement process to carry out some of the work as a contractor to the recipient, funds may be used to allow necessary Federal travel and other costs associated with Federal participation in this project.

D. EPA is partially funding this budget period and will consider funding the balance of the budget request contingent upon satisfactory progress as certified by the EPA Project Officer, the availability of funds, and EPA priorities. It is understood that the scope of work will be renegotiated to reflect the amount awarded if additional funds are not available.

E. Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2018, the limit is \$629.36 per day and \$78.67 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

F. Any use of the EPA logo should be accompanied with a statement indicating that "This publication was developed under Assistance Agreement No. X8-83935901 awarded by the U.S. Environmental Protection Agency. It has not been formally reviewed by EPA. The views expressed in this document are solely those of the University of California - Davis and EPA does not endorse any products or commercial services mentioned in this publication."

### **G. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

#### **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds

budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA’s review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide the EPA Headquarters Award Official (designated on the award document) and the EPA Headquarters DBE Coordinator (Veronica Parker) with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements” report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the “last report” of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to **EPA HQ DBE Coordinator , U.S. Environmental Protection Agency , 1200 Pennsylvania Avenue , NW Mail Code 3903R, Washington , DC 20460**. If your organization prefers to send electronic versions of the completed report, they can be submitted to the following email address: [MBE.WBE@epa.gov](mailto:MBE.WBE@epa.gov). The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program’s Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm)

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below

#### **FAIR SHARE OBJECTIVES , 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements .

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption .

#### **Accepting the Fair Share Objectives /Goals of Another Recipient**

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient’s financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **California State Water Resources Control Board** as follows:

	MBE	WBE
Construction	2.00%	1.00%
Equipment	1.00%	1.00%
Services	1.00%	1.00%
Supplies	1.00%	1.00%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives /goals

stated above and attests to the fact that it is purchasing the same or similar construction , supplies, services and equipment, in the same or similar relevant geographic buying market as the California State Water Resources Control Board .

#### **Negotiating Fair Share Objectives /Goals, 40 CFR, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis , or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction , services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective /goals are submitted.

#### **SIX GOOD FAITH EFFORTS , 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained :

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules , where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process . This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process .
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### **CONTRACT ADMINISTRATION PROVISIONS , 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

#### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant , agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving

loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

#### H. Subaward Reporting Requirements

The recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at: <https://epa.gov/grants/epa-subaward-policy>.

The recipient must report on its subaward monitoring activities under [2 CFR 200.331](#)(d). Examples of items that must be reported if the pass-through entity has the information available are:

- (1) Summaries of results of reviews of financial and programmatic reports.
- (2) Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- (3) Environmental results the subrecipient achieved.
- (4) Summaries of audit findings and related pass-through entity management decisions.
- (5) Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.331](#)(e), [2 CFR 200.207](#) and the [2 CFR Part 200.338 Remedies for Noncompliance](#).

### **Programmatic Conditions**

#### A. Substantial Involvement Terms and Conditions

1. **Monitoring Progress** - The EPA Project Officer will maintain substantial involvement in the conduct of this project, including collaborative efforts with the recipient's Project Manager in: (1) planning and monitoring project activities; and (2) evaluation and review of progress throughout the phases of the project. The recipient will discuss the reporting elements for the information presented in the quarterly progress reports with the EPA Project Officer.
2. **Review and Comment** - The EPA Project Officer will have the opportunity to review and comment on tasks/deliverables and reports prepared under the cooperative agreement. However, the recipient will make the final decision on the content of these products. At the Agency's discretion, the EPA Project Officer may review and approve the substantive terms of contracts and subawards to verify consistency with the EPA approved scope of work. However, EPA personnel will not select the recipient's contractors or subawardees. In addition, the EPA Project Officer will review any proposed procurements in accordance with the regulations at 2 CFR Parts 200 and 1500.
3. **Key Personnel** - As provided in 2 CFR 200.308, the recipient must request prior written approval for a change in key person specified in the application or award document or the absence for more than three months, or a 25 percent reduction in time devoted to the project, by the recipient's project director identified in its EPA approved application for funding.

#### B. Reporting Terms and Conditions

Workplans and associated budgets for subsequent budget periods will be submitted 30 days prior to the budget period.

##### **Quarterly Reports**

In accordance with EPA regulations (2 CFR 200.328) the recipient agrees to submit quarterly progress reports to the EPA Project Officer (PO) within thirty days after each reporting period.

The final quarterly report of each year will be replaced by an annual report.

These reports shall cover:



1. Work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques and materials to be used or evaluated.
2. A budget (expenditure) report for the quarter, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report.
3. Any changes of key personnel concerned with the project.
4. Brief information on each of the following areas:
  - a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan;
  - if applicable, reasons why anticipated outputs/outcomes were not met; and
  - other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs

The recipient agrees that it will notify the EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

### **Final Reports**

In accordance with grant regulations (2 CFR 200.328), the recipient agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final report and at least one reproducible copy suitable for printing. The final report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

### **Environmental Results Reporting**

In accordance with 2 CFR 200.328, the recipient agrees to include in performance reports submitted under this agreement brief information on each of the following areas: (1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement workplan; (2) reasons why anticipated outputs/outcomes were not met; and (3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or higher unit costs. In accordance with 2 CFR 200.328, the recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

### **C. Cybersecurity Grant Condition for Other Recipients , Including Intertribal Consortia**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.